

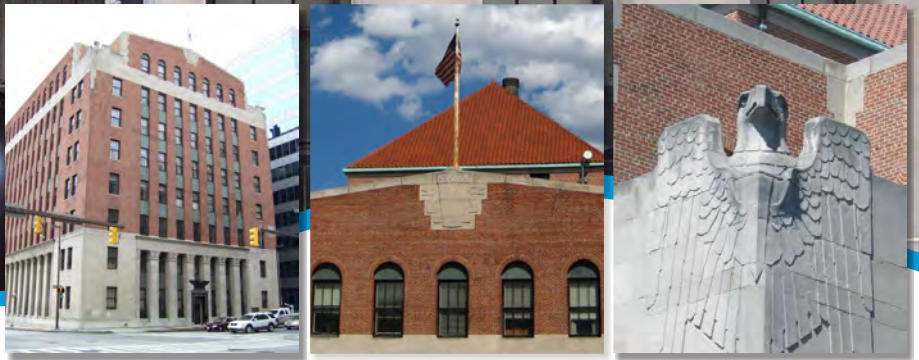


U.S. General Services Administration  
Southeast Sunbelt Region

U.S. GENERAL SERVICES ADMINISTRATION

# BALTIMORE APPRAISERS' STORES

103 SOUTH GAY STREET, BALTIMORE, MD 21202



## INVITATION TO BID

U.S. General Services Administration Announces the Sale of the  
U.S. Appraisers' Stores in Baltimore, MD

- Eight-story Building located in the Central Business District of Baltimore, Maryland, blocks away from the Inner Harbor
- Listed on the Historic Register
- Original location of the U.S. Customs Service



**BALTIMORE  
APPRAISERS' STORES**

Preserving the Maritime Heritage of one of  
America's Greatest Cities and Ports

**Online Auction Begins March 2015**  
[WWW.GSAAUCTIONS.GOV](http://WWW.GSAAUCTIONS.GOV)



GSA Mid-Atlantic Region

Dear Interested Party:

It is my pleasure to formally announce the anticipated sale of the "United States Appraisers' Stores Building" in Baltimore, MD. The eight-story stone masonry and brick structure was constructed in 1933, designed by prominent Baltimore architects Taylor and Fisher and William J. Stone, Jr., with design features characteristic of the American Art Deco architecture of the 1920s and 30s. In recognition of its age and rich history, it is listed on the National Register of Historic Places.

Located just blocks from the Inner Harbor, the Appraisers' Stores building is nestled at the heart of the Central Business District (CBD). Surrounded by retail, restaurants, and tourist attractions, it holds the promise of a great redevelopment opportunity.

There are a number of tax credit and financing opportunities that may be available for the redevelopment of this property. The Enterprise Zone tax credit, High-Performance Market-Rate Rental Housing tax credit, and the Historic and Architectural Preservation tax credit all may be applicable to this property.

The accompanying Invitation for Bid package is yet another important step to returning this historic and valuable property back into productive private use and onto the local tax rolls of Baltimore City. The federal government's role, as directed by Congress, authorizes GSA to offer the surplus property through an open and competitive bidding process. GSA will offer the property through an online auction, which will open in March 2015. GSA will also offer opportunities for interested parties to inspect the property. GSA is committed to a fair and transparent process.

I look forward to your participation in this public sale and joining us for Industry Day on March 25, 2015 at 1:00 p.m.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sara Manzano-Diaz".

Sara Manzano-Diaz  
Regional Administrator, Mid-Atlantic Region  
U.S. General Services Administration

**U.S. General Services Administration**  
The Strawbridge's Building  
20 North Eighth Street  
Philadelphia, PA 19107-3191  
[www.gsa.gov](http://www.gsa.gov)





## INTRODUCTION



### BALTIMORE APPRAISERS' STORES

Preserving the Maritime Heritage of one of  
America's Greatest Cities and Ports

## UNITED STATES APPRAISERS' STORES

### BALTIMORE, MARYLAND

103 South Gay Street, Baltimore, MD 21202

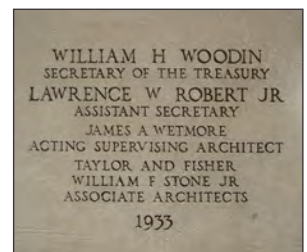
The U.S. General Services Administration (GSA) is pleased to announce the sale of the United States Appraisers' Stores Building. Located at 103 South Gay Street, just blocks from the Inner Harbor, the building is nestled at the heart of the Central Business District (CBD). Surrounded by retail, restaurants, and tourist attractions, Appraisers' Stores holds the promise of a great redevelopment opportunity.

Constructed in 1933, the eight-story brick and limestone structure of modified classic design, embellished with giant eagles on the four corners at the eighth-story setback and an impressive bronze frame entrance set between classic piers, was designed by prominent Baltimore architects Taylor and Fisher, and William J. Stone, Jr. The distinct set back shape and strongly colored accents are characteristic of American Art Deco architecture of the 1920s and 1930s. With its great eagles at the corners, it is one of Baltimore's major landmarks in that American architectural style and a fine piece of architecture in its own right that remains an asset to its region despite its dramatic conversion from industrial port to the residential and recreational Inner Harbor.

When constructed, the primary intended use of the Appraisers' Stores was to provide examination/laboratory space for the U.S. Customs Service since it was necessary for imported goods to be evaluated for value and quality. The U.S. Customs Service was a large and prominent government agency, especially in the early days of the Republic. The Appraisers' Stores and the U. S. Customs House at opposite sides of the Gay and Lombard Street intersection mark the focal point of Baltimore's commercial development and reflect the continuing maritime activity that made Baltimore one of America's greatest ports.

Due to its age and rich history, the Appraisers' Stores is listed on the National Register of Historic Places. Historic structures significantly contribute to a special and unique experience in

downtown. A number of incentive-based strategies for preserving diverse architecture are available to potential developers. Buyers are encouraged to contact Downtown Partnership of Baltimore (DPOB) and Baltimore Development Corporation (BDC), as well as explore available State and Federal tax credit programs, for applicable concessions.



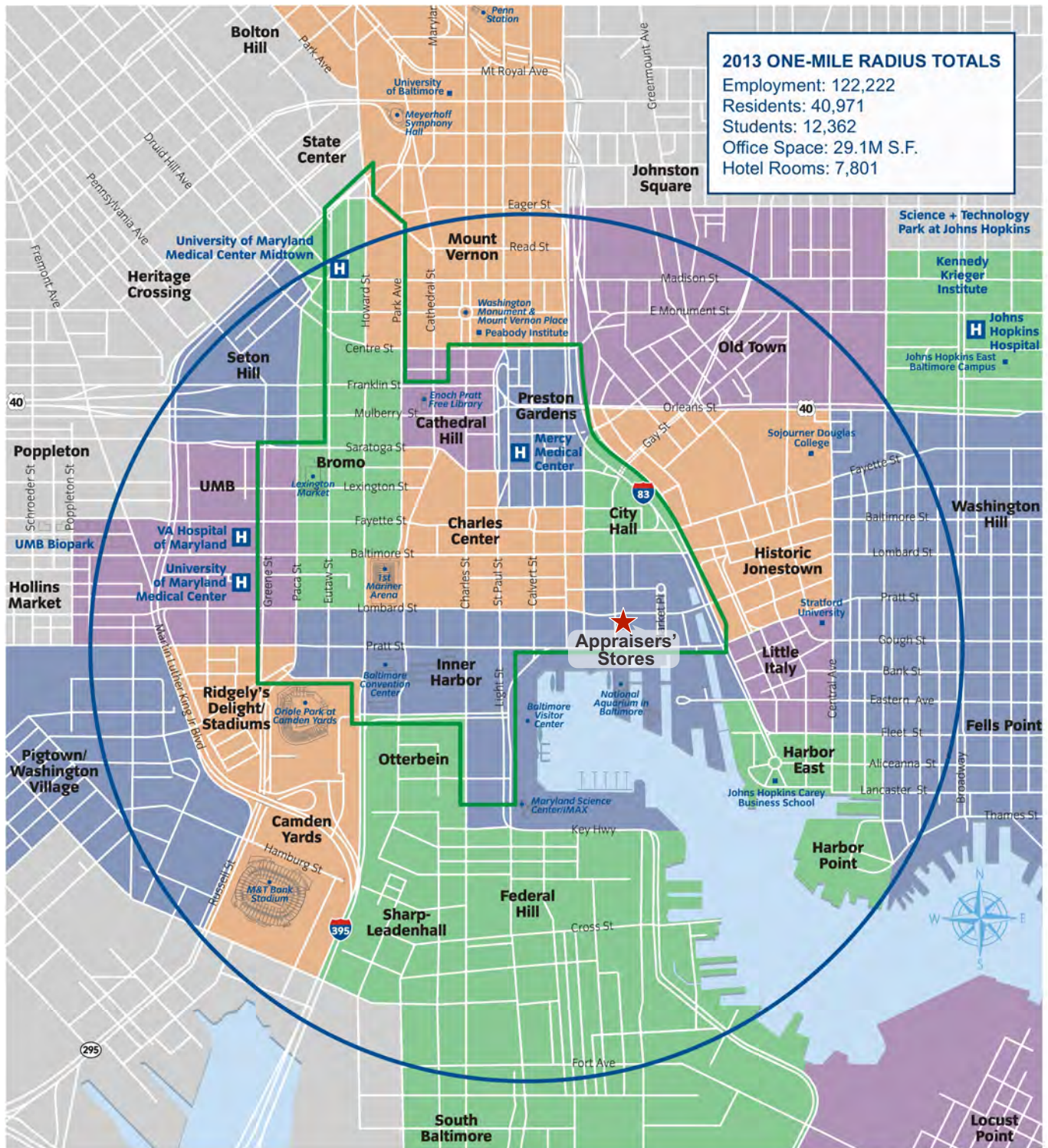
The 169,801 GSF building will be offered for sale by GSA through a competitive online public auction as detailed in the Invitation for Bids (IFB). We welcome your participation in this unique opportunity to contribute to the community's rich history and economic success.





# DOWNTOWN@ A GLANCE

## ONE-MILE RADIUS MAP



■ Downtown Management District  
■ One-Mile Radius from Pratt & Light Intersection



# ECONOMIC DEVELOPMENT



## ECONOMIC DEVELOPMENT

Downtown Baltimore is the most significant economic asset within Baltimore City and the region.

- Downtown is the center of the business community with 27% of all Baltimore jobs.
- Downtown is the fastest growing residential area in Baltimore with 40,971 residents.
- 23.3 million visitors spent \$5.06 billion last year in Downtown Baltimore.
- Investors have committed \$891 million to Downtown projects currently under construction and \$763 million to future Downtown projects.

### OFFICE

Downtown Baltimore supports a variety of industry sectors, including biotechnology, medicine, education, and various professional services. After adding 10,000 jobs in 2012, Downtown's employment base has continued to grow adding more than 9,000 additional jobs in 2013.

- Downtown Baltimore ranks 12th for employment density out of the top 25 largest U.S. metro areas, with 122,222 employees.
- Downtown has 29.1 million square feet of office space
- Rental rates for Class A office space average around \$22-\$25 per square foot.

### HOUSING

Over the past ten years Downtown has become a diverse neighborhood with residents ranging from empty-nesters and large families to graduate students and young professionals.

Over 40,000 residents live in downtown Baltimore. Apartment buildings are currently at a 95.3% occupancy rate, and downtown developers are working to keep up with demand. Developers are continuing to convert office spaces into high-end residential towers. Downtown is the City's fastest-growing neighborhood, and new housing stock is in high demand.

### HOTEL

Many architecturally and historically significant buildings have been developed to keep pace with Baltimore's 23.3 million annual visitors who require a variety of accommodations. In 2013, 400 hotel rooms were under construction, with over 300 more to be added in the next ten years. Downtown Baltimore's occupancy rate is higher than those of both the region and nation, as tourists and professionals find themselves drawn here for work or leisure.

*Source: Downtown Partnership of Baltimore*

## Quick Facts of Downtown Baltimore\*

### Demographics

Employment	122,222
Population	40,971
Average Household Income	\$66,177
Households Earning \$75,000+	5,389
Students	12,362

### Office

Total Office Space (existing square feet)	29.1 million
Office Vacancy	16.1%

### Housing

Multifamily Rental Occupancy	95.3%
------------------------------	-------

### Retail

Annual Retail Sales	\$1.437 billion
---------------------	-----------------

[www.GoDowntownBaltimore.com](http://www.GoDowntownBaltimore.com)

### Visitation and Lodging

Hotel Rooms	7,801
Hotel Occupancy	64.2%
Annual Visitation	23.3 million**
Annual Visitor Spending	\$5.06 billion**

### Investment

Projects Completed 2013	\$188 million
Projects Under Construction as of 3/31/14	\$891 million
Projects In Planning as of 3/31/14	\$763 million

### Accessibility – Direct Access From:

**Interstate:** I-95, I-83, I-295

**Rail:** Amtrak, MARC, Light Rail and Metro Subway

**Airport:** BWI (15 minute direct access via highway, light rail, Amtrak and commuter rail)

\* year end 2013

\*\* year end 2012

# BUSINESS & FINANCING ASSISTANCE



**BALTIMORE**  
**APPRAISERS' STORES**

Preserving the Maritime Heritage of one of  
America's Greatest Cities and Ports

## BUSINESS AND FINANCING ASSISTANCE

A number of business assistance tools are available to prospective developers to facilitate projects that meet the City's and the community's vision for the redevelopment of the property. Potential purchasers are also encouraged to research other available Federal and State assistance programs and tax credits.

It is the prospective developers' responsibility to confirm eligibility requirements for all incentive/tax credit programs.

### ENTERPRISE ZONE TAX CREDIT

The subject property is located in the Enterprise Zone and may be eligible for the Enterprise Zone tax credit, which provides incentives to companies that make a capital investment within the city's designated Enterprise Zone. The program includes a real property tax credit for the incremental property taxes created by a project and an employee tax credit for employees hired while the business is located in the Enterprise Zone. In addition, specific areas within the Enterprise Zone are also eligible for personal property tax credits. For additional information, contact Baltimore Development Corporation at (410) 837-9305 or visit [www.BaltimoreDevelopment.com](http://www.BaltimoreDevelopment.com).

### HIGH-PERFORMANCE MARKET-RATE RENTAL HOUSING TAX CREDIT

High-Performance Market Rate Rental Housing Tax Credit provides a credit against the tax imposed on the increased value of real property due to improvements that were made to the property immediately before the occupancy permit is issued. The credit begins at 100% of the tax imposed on the value in the first year of eligibility and decreases to 20% in years thirteen (13) to fifteen (15). Property owners qualify for the tax credit by constructing or converting fifty (50) or more new, high-performance, market-rate housing units. For further information, contact Baltimore City Department of Finance, Bureau of Budget and Management Research at (410) 396-5944.

### THE HISTORIC & ARCHITECTURAL PRESERVATION TAX CREDIT (CHAP)

#### Baltimore City Tax Credit for Historic Restorations and Restorations

Baltimore City is offering a property tax incentive program that will save thousands of dollars for owners of landmark designated properties and properties located in the city's historic districts. Properties individually included in the Baltimore City Landmark list and the National Register of Historic Places, as well as properties located within local districts and national districts will benefit.

The Property Tax Credit for Historic Restorations and Rehabilitations, is a ten (10) year tax credit for all renovations, interior and exterior, that helps the City in its mission to preserve Baltimore's historic neighborhoods by encouraging property owners in these districts to complete substantive rehabilitation projects. The credit is granted on the increased assessment directly resulting from qualifying

improvements. The assessment subject to the tax credit is computed once and used for the entire life of the credit. The credit for projects with construction costs less than \$3.5 million is 100%, and for projects with construction costs more than \$3.5 million is 80% in the first five taxable years and declines by ten percentage points thereafter.

Of note, the CHAP credit can NOT be combined with the High-Performance Market Rate Rental Housing Tax Credit. It can be combined with the Enterprise Zone Tax Credit, but only under limited circumstances.

#### State and Federal Tax Credit Programs

The City of Baltimore encourages property owners to also apply for State and Federal rehabilitation tax credit programs, whenever eligible. Applicants must follow the requirements of the Maryland Historical Trust (MHT) to receive such credits – approval of a Baltimore City Rehabilitation Tax Credit project by CHAP does not guarantee approval by the MHT. Please contact MHT at (410) 514-7628 for further information. We recommend that you contact both the MHT and CHAP whenever you begin to plan a tax credit rehabilitation project in Baltimore City.

If you have questions regarding a specific tax credit project, please contact CHAP at (410) 396-4866 or [HistoricTaxCredit@baltimorecity.gov](mailto:HistoricTaxCredit@baltimorecity.gov).

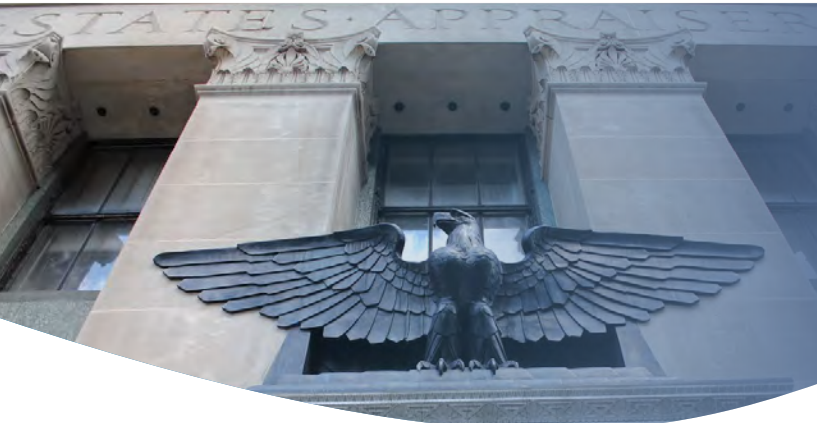
### FAÇADE IMPROVEMENT PROGRAMS

Downtown Partnership of Baltimore (DPoB) administers a Facade Improvement Program encouraging and assisting property and business owners in Downtown to restore and improve the appearance of the facades of their buildings. The Facade Program covers 50% of eligible costs up to \$10,000 on properties within the Downtown Management Authority. Property owners within those boundaries should review the application for details and contact Kate Dailey at [kdailey@dpob.org](mailto:kdailey@dpob.org). Further information is available at [www.GoDowntownBaltimore.com](http://www.GoDowntownBaltimore.com).

The Baltimore Development Corporation administers two different facade improvement programs—the CDBG Facade Improvement Grant and the Capital Facade Improvement Grant. Both provide financial incentives for improving building facades in designated commercial revitalization districts.

CDBG Façade Improvement Grant program (CDBG FIG) offers up to \$20,000 in matching grants. The Capital FIG Program offers up to \$3,000 in matching grants. The grant money is used in designated commercial revitalization districts (see applications for eligible areas) in order to improve the appearance of individual building facades, signs and awnings, as well as the overall look of the retail district. Improvements must be to areas visible from the public way. The goal of this program is to leverage private improvements while making revitalization efforts affordable and creative.

For more information contact Mary Klipa at [mklipa@baltimoredevelopment.com](mailto:mklipa@baltimoredevelopment.com) or 410-837-9305. Further information is available at [www.BaltimoreDevelopment.com](http://www.BaltimoreDevelopment.com).



## AUCTION SUMMARY



### U.S. General Services Administration Invitation for Bids SALE OF GOVERNMENT REAL PROPERTY

### U.S. APPRAISERS' STORES

**Sale/Lot Number: 4-G-MD-0623**  
**IFB Number: PEACH415006001**

This Property is located at 103 South Gay Street, Baltimore, MD 21202. The Property contains approximately 0.387 acre and is improved with an eight-story building of 169,801 +/- gross square feet.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at [RealEstateSales.gov](http://RealEstateSales.gov).

### AUCTION SUMMARY

Sale Type: <b>Online Auction</b>
Start Date: <b>March 30, 2015 at 9:00 a.m. (EST)</b>
End Date: <b>TBD</b>
Starting Bid: <b>\$1,000,000</b>
Registration Deposit: <b>\$100,000</b>
Bid Increment: <b>\$100,000</b>

### SALES INFORMATION

**Vitaliya Dashevskaya**  
(404) 331-2721  
[vitaliya.dashevskaya@gsa.gov](mailto:vitaliya.dashevskaya@gsa.gov)

### ONLINE AUCTION

**RealEstateSales.gov**  
Register and submit your bid

### ONLINE AUCTION ASSISTANCE

**Vitaliya Dashevskaya**  
(404) 331-2721  
[vitaliya.dashevskaya@gsa.gov](mailto:vitaliya.dashevskaya@gsa.gov)

### SEND BID FORM & REGISTRATION DEPOSIT:

U.S. General Services Administration  
Real Property Utilization and Disposal (4PZ)  
77 Forsyth Street, Suite 130  
Atlanta, GA 30303  
Attn: Vitaliya Dashevskaya

### PROPERTY DISPOSAL WEB PAGE

**<https://PropertyDisposal.gsa.gov>**  
Click on Maryland a to view and download Property Sales information

### INDUSTRY DAY & PROPERTY TOURS:

Join GSA and local officials for Industry Day to learn of the redevelopment opportunities on:

Wednesday, March 25 1:00 p.m. - 2:00 p.m. adjacent to the property at U.S. Custom House, 40 S. Gay Street, Baltimore

Please register to attend:  
Vitaliya Dashevskaya  
(404) 331-2721  
[vitaliya.dashevskaya@gsa.gov](mailto:vitaliya.dashevskaya@gsa.gov)

Immediately following, the Property will be open for inspection:  
Wednesday, March 25 2:00 p.m. - 5:00 p.m.  
Thursday, March 26 9:00 a.m. - 12:00 p.m.

Additional inspections will be available upon request. Check website for updates.

### TABLE OF CONTENTS

Property Description .....	2-3
Plat Map .....	4
General Terms of Sale .....	5-8
Instructions to Bidders.....	9-13
Notices and Covenants.....	14-15
Bidder Registration Form .....	17
Certificate of Bidder .....	18



# PROPERTY DESCRIPTION



**BALTIMORE**  
APPRAISERS' STORES

Preserving the Maritime Heritage of one of  
America's Greatest Cities and Ports

## PROPERTY DESCRIPTION

### 1. LOCATION AND SETTING

The Appraisers' Stores is located in the Baltimore's Central Business District (CBD) and just blocks away from the Inner Harbor, at the intersection of Lombard and South Gay Streets. The primary access to the area is provided by Interstate-83, a major arterial that crosses the CBD in a north/south direction, ending at Pratt Street, just east of the subject property. Public transportation is provided by mass transit busses and provides access throughout the metro area. Numerous stops are allocated within one block of the property. The property is also located on the orange route of the free Charm City Circulator (CCC) bus, arriving at the intersection of E. Lombard and Commerce St. every 10-15 minutes.

### 2. SALE PARCEL DESCRIPTION

The Appraisers' Stores is an Art Deco architectural style building constructed in 1933. It is an eight story, 169,801 gross square foot structure situated on approximately 0.387 acres. The brick and limestone structure of modified classic design, embellished with giant eagles on the four corners at the seventh-story setback and an impressive bronze frame entrance set between classic piers, was designed by architects Taylor and Fisher, and William J. Stone, Jr. The building was constructed for the U.S. Customs Service and the primary intended use was to provide space for storing, appraising, and inspecting imported merchandise brought through the Port of Baltimore. Parking is available on street and via nearby adjacent parking garage.

### 3. DRIVING DIRECTIONS

Traveling MD-295 N, turn right onto Pratt Street. In 0.7 mile turn left onto South Gay Street. Property is on the right at 103 South Gay Street, Baltimore, MD 21202.

### 4. LEGAL DESCRIPTION

BEGINNING for the same at a corner formed by the intersection of the south side of East Lombard Street and the west side of Frederick Street at the beginning of parcel of land conveyed by Johns Hopkins Hospital to The United States of America by a deed dated July 15, 1932 and recorded in the Land Records of Baltimore City in Liber SCL 5312 Folio 564. Said point also lies South 86° 58' 54" West 49.49 feet from a cross cut found also referenced on a plat entitled Final Subdivision Plan Lockwood Place Subdivision recorded in the Plat Records of Baltimore City in Liber F.M.C. 3745. Said Point of beginning also bears coordinates referenced to the Baltimore City Datum of South

3572.2653 and East 2157.5442. Thence, from the point of beginning and binding on the west side of Frederick Street as now surveyed;

- (1) South 03° 53' 30" East 100.00 feet to intersect north side Warehouse Alley and lying, North 03° 53' 30" West 20.00 feet from a magnetized nail found. Thence binding on lot 3 as shown on a plat entitled Final Subdivision Plan Lockwood Place Subdivision recorded in the Plat Records of Baltimore City in Liber F.M.C. 3745 and binding on the north side of Warehouse Alley,
- (2) South 86° 58' 30" West 168.76 feet to intersect the east side of South Gay Street and at the end of the first course of a parcel of land conveyed by John Spears Smith to The United States of America by a deed dated June 10, 1833 recorded in the Land Records of Baltimore County in Liber TK 228 Folio 250. Thence, binding on the east side of South Gay Street and reversely on the first course of TK 228, Folio 250,
- (3) North 03° 33' 50" West 100.00 feet to intersect the south side of East Lombard Street.(also formerly known as Waterford Street) Thence binding on East Lombard Street and reversely on the fourth course of TK 228, Folio 250 and on the fourth course of SCL 5312 Folio 564;
- (4) North 86° 58' 39" East 168.19 feet to the point of beginning hereof. CONTAINING 0.3867 acre (16,846 square feet) of land. more or less.

BEING parts of the following tracts or parcels of land conveyed to the United States of America, combined;

- (1) by Johns Hopkins Hospital to The United States of America by a deed dated July 15, 1932 and recorded in the Land Records of Baltimore City in Liber SCL 5312 Folio 564.
- (2) by John Spears Smith to The United States of America by a deed dated June 10, 1833 recorded in the Land Records of Baltimore County in Liber TK 228 Folio 250.

### 5. TAX PARCEL ID

Ward 4, Section 11, Block 1384, Lot 1  
City of Baltimore, Maryland

### 6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The property to be conveyed is subject to a historic preservation easement to the Maryland Historic Trust. At closing, the Purchaser shall execute a preservation easement to preserve the significant features of the property. A copy of the easement can be provided upon request and is available on <http://PropertyDisposal.gsa.gov> and [RealEstateSales.gov](http://RealEstateSales.gov).

please continue on next page





## PROPERTY DESCRIPTION



According to the boundary survey, the building protrudes beyond the property line by approximately six (6) inches on the Warehouse Alley side. The encroachment is negligible and does not materially interfere with the public use of the sidewalk. A copy of the survey is enclosed on Page 4.

### 7. UTILITIES & SERVICE PROVIDERS

All typical public utilities are available to the Property, including water, sewer, electrical, gas and telephone. Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers below for information on the availability of utilities.

#### **Gas and Electric**

Baltimore Gas & Electric  
1.800.265.6177

#### **Water, Sewer and Storm Drain**

City of Baltimore  
410.396.3441

#### **Chilled Water & Steam**

Veolia Baltimore  
410.649.2200

### 8. BUILDING DATA

The Appraisers' Stores Building is an eight-story structure with a basement and penthouse. It was designed in the Art Deco style popular during the period and the exterior elevations consist of a granite veneer water table course, with limestone veneer classical base and two-story straight square limestone columns with Corinthian capitals supporting a limestone cornice.

The interior plan of the building is organized around a central service core containing passenger, service, and freight elevators, rest rooms, stairs and vertical chases, surrounded on typical floors by a corridor ring which provides access to offices at the perimeter of the building. Most renovated floor office finishes consist of carpeting or vinyl composition tile (VCT), painted gypsum board walls, suspended acoustical tile (SAT) ceilings hung below the original plaster ceiling and painted plaster walls.

There are two main staircases in the building: Stair 1 at the west end of the building and Stair 2 at the east end of the building. The building retains its original windows, the majority of which are large three-over-three double-hung metal galvanized steel sash windows with wire glass.

The terminal package and AC system of the building consists of a two pipe perimeter fan coil units and an interior constant volume air distribution system. The fan coil unit system is

divided into six zones. Each zone contains a separate steam-to-water heat exchanger and a dedicated base mounted-end suction pump located in basement mechanical room. The first and seventh floors are zoned separately.

The air distribution system of the building consists of three air handling units (AHU-1, 2 and 3). These constant volume-air handling units include chilled water cooling coils and steam heating coils and provide conditioned air without humidification to the interior spaces throughout the building, as well as

ventilation air to the perimeter spaces. AHU-1, located on the ground floor-loading dock, serves the first through fourth floors. AHU-2 and 3 located in mechanical penthouse on roof.

Steam heating is brought into the building from "City-wide Trigen" steam distribution system. The 8" main supply steam enters the building from north side and is converted to hot water thru heat exchangers in the basement mechanical room adjacent to the electrical switchgear room. The steam is reduced to low pressure within the building and piped to the steam heating coils of the air-handling units AHU-1, 2 and 3. Low pressure steam is converted to hot water and circulated with hot water pumps to provide heat for perimeter fan coil units (FCUs). The heating infrastructure of building including: steam-hot water heat exchangers, hot water pumps, steam condensate pumps, expansion tanks, pipes, insulations, pipe supports, chemical feeders, fittings, valves, gauges, controls and associated accessories provides heating for the entire building.

Building control systems consists of pneumatic controllers. Two air compressors (5 HP/each) with associated piping, fittings, valves, gauges, tanks and control panels in the basement mechanical room are used to provide compressed air for pneumatic controls.

The domestic water service from city main enters the building in basement mechanical room. The building domestic water system includes: 4" water main, meter, piping, fittings, insulations, pipe supports, shut-off and check valves, gauges, controls, water heaters, pumps, tanks and associated accessories. The main water supply lines are run overhead in the basement, attic spaces, risers in chases and walls. A hot water heater and pump provide domestic hot water throughout the building. Domestic water piping within the building consists of copper tubing and galvanized steel piping.







# GENERAL TERMS OF SALE



## GENERAL TERMS OF SALE

### 1. DEFINITIONS

#### a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notices and Covenants; Bidder Registration and Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

#### b. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

#### c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

#### d. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

#### e. AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

#### f. WHERE-IS

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

#### g. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

#### h. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

#### i. BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the inactivity period at RealEstateSales.gov.

#### j. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum bid increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

#### k. AUTOMATIC BID

Also known as "bid by proxy" wherein the bidder establishes a person to bid on their behalf at auction up to the bidder's specified limit. In the case of online auctions, computers have automated the proxy role and bidders establish their bid limits online and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

#### l. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

#### m. BACK-UP BIDDER

The term "Back-up Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

#### n. EARNEST MONEY

The term "Earnest Money" refers to the Bidder's deposit of money demonstrating the Purchaser's good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government's acceptance of the Bidder's offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the

# GENERAL TERMS OF SALE



**BALTIMORE**  
**APPRAISERS' STORES**

Preserving the Maritime Heritage of one of  
America's Greatest Cities and Ports

Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

## n. WEBSITE

The GSA Auctions® website, **GSAAuctions.gov**, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at **RealEstateSales.gov**. Additional information can also be found at **PropertyDisposal.gsa.gov**.

## 2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal (4PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund or deduction from the purchase price.

## 3. INSPECTION

Join GSA and local officials for Industry Day to learn of the redevelopment opportunities on:

Wednesday, March 25 1:00 p.m. - 2:00 p.m. adjacent to the property at U.S. Custom House, 40 S. Gay Street, Baltimore

Please register to attend:

Vitaliya Dashevskaya

(404) 331-2721

[vitaliya.dashevskaya@gsa.gov](mailto:vitaliya.dashevskaya@gsa.gov)

Immediately following, the Property will be open for inspection:

Wednesday, March 25 2:00 p.m. - 5:00 p.m.

Thursday, March 26 9:00 a.m. - 12:00 p.m.

Additional inspections will be available upon request. Check website for updates. No one will be allowed access to the Property without the presence of a GSA employee or designee.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

## 4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

## 5. CONDITION OF PROPERTY

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

## 6. ZONING

Zoning is governed by the City of Baltimore. The Property is zoned B-5-2, Central Commercial District. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB. Floodplain Map Panel Number 2400870018F; 4/2/2014, Floodplain Designation, Zone AE, Base Flood Elevation determined.

For more information contact:

City of Baltimore Planning Department

Alex Hoffman

(410) 396-PLAN (7526)

[Alexandra.Hoffman@baltimorecity.gov](mailto:Alexandra.Hoffman@baltimorecity.gov)

please continue on next page





# GENERAL TERMS OF SALE



## 7. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

## 8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

## 9. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## 10. GOVERNMENT LIABILITY

If the Governments accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

## 11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## 12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

## 13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

## 14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the

please continue on next page

# GENERAL TERMS OF SALE



**BALTIMORE**  
**APPRAISERS' STORES**

Preserving the Maritime Heritage of one of  
America's Greatest Cities and Ports

amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

## 15. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

## 16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

## 17. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve

Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

## 18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration  
Real Property Utilization and Disposal (4PZ)  
Attn: Vitaliya Dashevskaya  
77 Forsyth Street, Suite 130  
Atlanta, GA 30303

## 19. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

## 20. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.



# INSTRUCTIONS TO BIDDERS



## INSTRUCTIONS TO BIDDERS

### 1. AUCTION START DATE

The auction opens on **Monday, March 30, 2015 at 9:00 a.m. (EST)**.

### 2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announce at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

### 3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

### 4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the current bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

### 5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

(1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff can not assist in retrieving a lost or forgotten Username or Password.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file, and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

(2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

please continue on next page

# INSTRUCTIONS TO BIDDERS



## 5. BIDDER REGISTRATION AND DEPOSIT *continued*

(3) Provide Registration Deposit: A deposit in the amount of \$100,000 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (4PZ)  
Attn: Vitaliya Dashevskaya  
77 Forsyth Street, Suite 130  
Atlanta, GA 30303

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (404) 331-2727.

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

## 6. BIDDING IN GENERAL

- a. Registered bidders may place an initial bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and Password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSAAuctions, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions Terms and Conditions.

## 7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (404) 331-5133. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

## 8. ONLINE BIDDING

RealEstateSales.gov allows you to place either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

please continue on next page



# INSTRUCTIONS TO BIDDERS



## 8. ONLINE BIDDING *continued*

An automatic bid is an amount that you set above the posted minimum bid. RealEstateSales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price, if set. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may increase or decrease your automatic bid amount but it must be greater than the current bid amount plus the bid increment. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated bid increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.

## 9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you can not enter a bid at RealEstateSales.gov then you should call GSA at (404) 331-5513 or (404) 331-2721 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA Auctions® to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

## 10. AUCTION CLOSE

The Government will announce a date and time for the close time on RealEstateSales.gov. The Government will also set a bid interval or "challenge" period for bids. The time remaining countdown clock announces the time left to bid. The high bid must survive the bid interval without challenge, usually within 24 hours of the auction close time, to win. If the high bid on the announced date and time survives the full bid interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the high bidder.

# INSTRUCTIONS TO BIDDERS



**BALTIMORE**  
**APPRAISERS' STORES**

Preserving the Maritime Heritage of one of  
America's Greatest Cities and Ports

## 10. AUCTION CLOSE *continued*

If an increased bid is received within the time remaining and the bid interval is 24 hours, then bidding will be held over for an additional bid interval (including weekends and Federal holidays) beginning at the time the increased bid is placed. This process will continue until the high bid survives the full bid interval period unchallenged. Bid intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For bid intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the bid interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

## 11. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

## 12. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of

Corporate/Organization Bidder form may be used for this purpose.

## 13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

## 14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and registration deposits will be returned to bidders without interest or further obligation by the Government.

## 15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, which when added to the registration deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the registration deposit.

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

## 16. REFUND OF REGISTRATION DEPOSITS

Registration deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either



# INSTRUCTIONS TO BIDDERS



## 16. REFUND OF REGISTRATION DEPOSITS *continued*

a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, Back-up Bidder. All other registration deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

## 17. BACK-UP BIDDER

The second-highest bidder will be the back-up bidder. The back-up bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in General Terms, Page 8, Paragraph 15, Continuing Offers, if: 1) the original high bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original high bidder fails to provide the required 10% of the purchase price as Earnest Money. The bidder identified as the back-up bidder agrees that their bid remains a bona fide offer with which their registration deposit may be retained without interest, until the high bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the continuing offer period as discussed in General Terms of Sale on Page 8, Paragraph 15 Continuing Offers, the bidder identified as the back-up bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in General Terms of Sale Page 7, Paragraph 9 Revocation of Bid and Default. When the back-up bidder is converted to the high bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The registration deposit of the back-up bidder will be returned as described in Page 12, Paragraph 16, Refund of Registration Deposits, if the Back-up Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or back-up bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

## 18. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at [PropertyDisposal.gsa.gov](http://PropertyDisposal.gsa.gov) or [RealEstateSales.gov](http://RealEstateSales.gov).

## 19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

# NOTICES AND COVENANTS



**BALTIMORE**  
**APPRAISERS' STORES**

Preserving the Maritime Heritage of one of  
America's Greatest Cities and Ports

## NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Quitclaim Deed.

### HAZARDOUS SUBSTANCE NOTIFICATION

- a. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.
- b. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.
1. This covenant shall not apply:
    - (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
    - (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
      - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
      - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
  2. In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
    - (a) the associated contamination existed prior to the date of this conveyance; and
    - (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the

Grantee, its successor(s) or assign(s), or any party in possession.

c. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

### LEAD-BASED PAINT (LBP)

The Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

### ASBESTOS-CONTAINING MATERIALS (ACM)

a. Bidders are warned that the Property contains asbestos-containing materials (ACM). Non-friable asbestos in the form of vinyl floor tile, ceiling tile, duct insulation, fire door, transite panel, and mastic is present throughout the building. More specific information concerning the location and condition of ACM is contained in the Asbestos-Containing Building Materials Survey Report, repaired by Tidewater, Inc. This report is available online at <http://PropertyDisposal.gsa.gov> or [RealEstateSales.gov](http://RealEstateSales.gov)

please continue on next page





# NOTICES AND COVENANTS



hyperlink “Asbestos Survey Report”. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

b. Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

c. No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

d. The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

e. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

f. The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

## **HISTORIC AND CULTURAL PRESERVATION COVENANT**

At closing, the Purchaser shall execute a preservation easement to preserve the significant features of the property. A copy of the preservation easement can be provided upon request and is also referenced online at <http://PropertyDisposal.gsa.gov> or [realestatesales.gov](http://realestatesales.gov) hyperlink “Preservation Easement”.

## **FLOODPLAIN**

The property lies in the 100-year floodplain of the Baltimore Inner Harbor. The Purchaser agrees to comply with all Federal, state and local regulations pertaining to land use and development of properties subject to flooding. The Purchaser and all successors shall save the Seller harmless in the event of damage to or loss of life or property directly or indirectly from flooding.

Floodplain Map Panel Number 2400870018F; 4/2/2014, Floodplain Designation, Zone AE, Base Flood Elevation determined.

Inquiries regarding the relevant floodplain requirements should be directed to:

Kristin Baja, Climate and Resilience Planner  
(410) 396-5917  
[Kristin.baja@baltimorecity.gov](mailto:Kristin.baja@baltimorecity.gov)

## **CRITICAL AREA**

The property is located within 1,000 feet of the Chesapeake Bay and its tidally affected tributaries and is in a designated Critical Area. Inquiries regarding the designation and/or requirements should be directed to:

Amy Gilder-Busatti, Landscape Architect, Critical Area Coordinator  
(410) 396-4369  
[Amy.Gilder-Busatti@baltimorecity.gov](mailto:Amy.Gilder-Busatti@baltimorecity.gov)

## **COASTAL ZONE MANAGEMENT ACT (CZMA)**

The property is located in the CZMA area and may be subject to other requirements. Bidders are encouraged to contact Maryland Department of Natural Resources at (410) 260-8732.

## **DOCUMENT BOX**

At such time as the building is demolished, if any document box is found, which should be located behind the cornerstone, it shall remain the property of the Government and shall be delivered, unopened to the National Archives and Records Service, Washington, DC.

please continue on next page

# BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

**Appraisers' Stores**  
103 South Gay Street  
Baltimore, MD 21202  
IFB Number: PEACH415006001  
REGISTRATION DEPOSIT: \$100,000.00

**USERNAME:** \_\_\_\_\_  
(as established at RealEstateSales.gov)

## Bidder Information: Please print or type legibly.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
E-mail: \_\_\_\_\_@\_\_\_\_\_

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page \_\_, Paragraph \_\_, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual \_\_\_\_\_  
☐ A partnership consisting of \_\_\_\_\_  
☐ A limited liability partnership consisting of \_\_\_\_\_  
☐ A corporation, incorporated in the State of \_\_\_\_\_  
☐ A limited liability company \_\_\_\_\_  
☐ A trustee, acting for \_\_\_\_\_  
☐ Other \_\_\_\_\_

## Registration Deposit (check one):

- ☐ By certified or cashier's check made payable to the **U.S. General Services Administration**  
TIN or SS# \_\_\_\_\_ (please provide to expedite refund)  
☐ By Credit Card: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CSC/CVC \_\_\_\_\_  
☐ Visa ☐ MasterCard  
☐ Discover ☐ American Express

Name of Bidder as it appears on credit card \_\_\_\_\_

## Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. PEACH415006001 including the Property Description, General Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, Historic Preservation Easement, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at [RealEstateSales.gov](http://RealEstateSales.gov). If a bidder is providing the registration deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the registration deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the registration deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Send Registration Form with Registration Deposit to:

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (4PZ)  
77 Forsyth Street, Suite 130, Atlanta, GA 30303  
Attn: Vitaliya Dashevskaya

FAX: (404) 331-2727

IFB No. PEACH415006001



**CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**  
(For use with Bidder Registration and Bid Form for Purchase of Government Real Property  
see Page 12, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

**Appraisers' Stores  
103 South Gay Street  
Baltimore, MD 21202**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

\_\_\_\_\_ of said Corporation/Organization; that said bid was  
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is

within the scope of its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)



**BALTIMORE**  
**APPRAISERS' STORES**

Preserving the Maritime Heritage of one of  
America's Greatest Cities and Ports

**Online Auction Begins March 2015**

[WWW.GSAAUCTIONS.GOV](http://WWW.GSAAUCTIONS.GOV)